

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Jackson National Life Insurance Company,

Plaintiff,

v.

Civil No. 15-3044 (JNE/SER)
ORDER

Karyl Bohnert and Nancy Anderson,

Defendants.

In July 2015, Jackson National Life Insurance Company brought this interpleader action against Karyl Bohnert and Nancy Anderson. The next month, the parties executed and filed a Stipulation for Order for Leave to Deposit Funds with Court. The Court issued an order according to the stipulation. In late September, the parties executed and filed an amended stipulation to correct the amount of money to be deposited by Jackson National Life Insurance. The Court issued an order according to the amended stipulation. In early October, Jackson National Life Insurance deposited the money contemplated by the amended stipulation. The deposited money constitutes death benefits of annuities that Kenneth Boettcher, who died in April 2015, had purchased.

In a letter filed in late November, Jackson National Life Insurance asserted that Boettcher's estate had filed an action against Jackson National Life Insurance in Nebraska state court in late October, that the estate sought part of the money that Jackson National Life Insurance had deposited here, that Jackson National Life Insurance had informed the estate of this interpleader action, and that the estate had declined to voluntarily dismiss its action in Nebraska state court. Jackson National Life Insurance

asked the Court to enjoin the estate from prosecuting the action in Nebraska state court, to order the estate to dismiss the action in Nebraska state court, and to award Jackson National Life Insurance reasonable attorney fees and costs. Jackson National Life Insurance took no position as to whether the estate should be added as a party to this interpleader action. One day later, the Court filed an order according to Jackson National Life Insurance's letter. A few days later, Jackson National Life Insurance filed an affidavit that requested an award of attorney fees in the amount of \$7,840. Most of the fees were incurred before Jackson National Life Insurance notified the estate of this interpleader action. On December 9, Jackson National Life Insurance filed another letter that stated the estate's action in Nebraska state court had been dismissed.

Because the estate had been ordered to pay Jackson National Life Insurance's fees and costs before the estate had an opportunity to respond to Jackson National Life Insurance's letter request, the Court denies Jackson National Life Insurance's request for fees. Relying on its dismissal from this action, Jackson National Life Insurance took no position as to whether the estate should be added as a party here. The Court vacates the dismissal of Jackson National Life Insurance and reinstates Jackson National Life Insurance as a party. Although the estate dismissed the Nebraska state action, it reserved certain claims. The Court expresses no opinion as to whether the estate should be added as a party in light of the dismissal of the Nebraska state action or the estate's reservation of certain claims.

Based on the files, records, and proceedings herein, and for the reasons stated above, IT IS ORDERED THAT:

1. Jackson National Life Insurance's request for fees [Docket No. 23] is DENIED.
2. The dismissal of Jackson National Life Insurance is VACATED. Jackson National Life Insurance is reinstated as a party.

Dated: December 28, 2015

s/Joan N. Ericksen
JOAN N. ERICKSEN
United States District Judge